

UNITED STATES OF AMERICA

Plaintiff,

V.

**MICHAEL D. KING, and
ASCENT AVIATION SOLUTIONS, L.L.C.**

Defendants.

Case No: 4:19-cv-1418

ANSWER TO COMPLAINT

**Defendants MICHAEL D. KING, AND ASCENT AVIATION SOLUTIONS, L.L.C.
now file their Answer to the Complaint and would respectfully show this Court as
follows:**

1. Defendants admit Paragraph 1 of the Complaint.
2. Defendants admit Paragraph 2 of the Complaint..
3. Defendants admit Paragraph 3 of the Complaint..
4. Defendants admit Paragraph 4 of the Complaint.
5. Defendants admit Paragraph 5 of the Complaint..
6. Defendants admit Paragraph 6 of the Complaint.
7. Defendants deny Paragraph 7 of the Complaint.
8. Defendants admit Paragraph 8 of the Complaint.
9. Defendants admit Paragraph 9 of the Complaint.
10. Defendants admit Paragraph 10 Complaint.

- 1 11. Defendants admit Paragraph 11 of the Complaint.
- 2 12. Defendants deny Paragraph 12 of the Complaint as wife Karen is also a Member
- 3 of Ascent Aviation Solutions, LLC.
- 4 13. Defendants admit Paragraph 13 of the Complaint at the time of the allegations.
- 5 14. Defendants admit Paragraph 14 of the Complaint.
- 6 15. Defendants admit Paragraph 15 of the Complaint.
- 7 16. Defendants admit Paragraph 16 of the Complaint.
- 8 17. Defendants admit Paragraph 17 of the Complaint.
- 9 18. Defendants deny Paragraph 18 (a through n) of the Complaint.
- 10 19. Defendants cannot admit or deny Paragraph 19 of the Complaint since King was
- 11 not the Pilot in Command of those flights as alleged in the Complaint.
- 12 20. Defendants deny Paragraph 20 of the Complaint except for payments received
- 13 pursuant to the Lease Agreement as alleged in the Complaint.
- 14 21. Defendants deny Paragraph 21 of the Complaint since Lessee maintained complete
- 15 operational control over the aircraft mentioned in this Complaint.
- 16 22. Defendants deny Paragraph 22 of the Complaint since Lessee maintained complete
- 17 operational control over the aircraft mentioned in this Complaint.
- 18 23. Defendants deny Paragraph 23 of the Complaint as Defendants did not contract the
- 19 pilots for any of the alleged flights nor had operational control over the aircraft
- 20 mentioned in this Complaint.
- 21 24. Defendants deny Paragraph 24 of the Complaint since Lessee contracted the pilots
- 22 for all of the alleged flights.
- 23 25. Defendants deny Paragraph 25 of the Complaint.
- 24 26. Defendants deny Paragraph 26 of the Complaint.
- 25 27. Defendants deny Paragraph 27 (a-d) of the Complaint.
- 26 28. Defendants deny Paragraph 28 (a-e) of the Complaint.
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1 29. Defendants deny Paragraph 29 (a-e) of the Complaint. However, defendant King
2 was current as a Part 135 Captain, contracted by Defendant Ascent Aviation
3 Solutions, LLC to TapJets.

4 30. Defendants deny Paragraph 30 of the Complaint.

5 31. Defendants deny Paragraph 31 of the Complaint.

6 32. Defendants deny Paragraph 32 of the Complaint.

7 33. Defendants deny Paragraph 33 (a-q) of the Complaint. Defendants were not in
8 violation of any of the C.F.R.s so alleged.

9 34. Defendants deny Paragraph 34 of the Complaint. Defendants did not violate any of
10 the C.F.R.s as so alleged.

11 **FIRST AFFIRMATIVE DEFENSE**

12 (Failure to State a Claim)

13 AS AND FOR A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE to said
14 Complaint these answering Defendants allege that the Complaint and the causes of action
15 therein fails to state a claim upon which relief can be granted.
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17 **SECOND AFFIRMATIVE DEFENSE**

18 (Fault or Negligence)

19 AS AND FOR A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE to said
20 Complaint these answering Defendants allege that 3rd parties (and those affiliated with 3rd
21 parties) were totally at fault or negligent in and about the matters referred to in the Complaint
22 and that such fault or negligence and carelessness on the part of these Third Parties amounted
23 to One Hundred Percent (100%) of the fault or negligence involved in this case which caused
24 the violations alleged.
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AS AND FOR A THIRD SEPARATE AND AFFIRMATIVE DEFENSE to said Complaint, these answering defendants allege that the Complaint was unreasonably delayed in bringing this action against Defendants and that such delay substantially prejudiced these Defendants. Therefore, this action is barred by laches.

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1. That Plaintiff take nothing against these answering Defendants;
2. That these answering Defendants recover reasonable attorneys' fees;
3. For costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

JURY DEMAND

Defendants demand a Jury for all issues so triable.

June 17, 2019

/s/ Edward A. Rose, Jr.

Edward A. Rose, Jr., Attorney at Law, PC

Edward A. Rose, Jr., Esq.

Attorney-in-Charge

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Attorney for Defendants Michael D. King and

Ascent Aviation Solutions, L.L.C.

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing on this 18th day of June 2019,
with the Clerk of the Court by using the CM/ECF system, which will send a notice of
electronic filing to the following:

United States Attorney
Michelle Zingaro, AUSA
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June 18, 2019

/s/ Edward A. Rose, Jr.

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